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road sets up as a defense, a contract made with it by the plaintiff in South Carolina. This contract by its terms, exempted the railroad from liability for injuries resulting from its negligence, the consideration being that the railroad should contribute certain amounts to the relief department of which the plaintiff, at the time of his entering the employment, became a member. In South Carolina a contract of this kind was held to be good, providing the employee, after receiving the injury, received benefits from the relief department. The suit was brought in North Carolina and the court *held*, that the validity of the contract should be governed by the law of the place where made, namely, South Carolina. CLARK, C. J., gave a dissenting opinion. *Cannaday v. Atlantic Coast Line R. Co.* (1906), — N. C. —, 55 S. E. Rep. 836.

It is settled that matters bearing upon the execution, interpretation and validity of a contract are determined by the law of the place where it is made. *Scudder v. National Union Bank*, 91 U. S. 406; *Jacobs v. Credit Lyonnais*, 12 Q. B. 589; *Philadelphia Loan Co. v. Towner and Another*, 13 Conn. 249; *Besse v. Pellochaux et al.*, 73 Ill. 285; and, unless a contrary intent is shown by the parties, the law of that jurisdiction will govern. The court seems to place its decision upon this ground, but it is submitted that the vital question in this case is, what law shall govern the defenses which may be pleaded to an action of tort, the *lex fori* or the *lex loci delicti*? The dissenting opinion claims that it is a question to be decided by the *lex fori*. But the general rule is well settled that the *lex loci delicti* governs the right of an injured person to sue for a tort, the liability of the perpetrator, and the defenses which may be pleaded, MINOR, CONFLICT OF THE LAWS, p. 484; *Le Forrest v. Tolman*, 117 Mass. 109; *Helton v. Alabama Midland R. R. Co.*, 97 Alabama 275; *Railway Co. v. Lewis*, 89 Tenn. 235; *Bridger v. Railroad Co.*, 27 S. C. 456; *May v. Smith*, 32 New Brunswick 474. Therefore since the act of the plaintiff in accepting the benefits under the contract, was a good and valid defense to the tort in South Carolina, the *locus delicti*, it was a valid defense in North Carolina, the forum of the action, no matter what its general law on the validity of such contracts might be.

CONSTITUTIONAL LAW—DUE PROCESS OF LAW—EQUAL PROTECTION OF THE LAWS—SERVICE ON STATE AUDITOR AS ATTORNEY FOR CORPORATION.—Writ of error to review the judgment of the Supreme Court of Appeals of West Virginia, awarding a peremptory writ of mandamus, commanding a non-resident domestic corporation to comply with the provisions of Chap. 39 of the Acts of 1905, which required non-resident domestic corporations and foreign corporations doing business within the State, to appoint the State Auditor their attorney to accept service of process and notice, and to pay him therefor \$10 annually, by him to be turned into the State treasury. In compliance with an earlier statute the company had appointed as its attorney a resident of the county in which it did business. *Held*, the Act did not deprive the company of liberty of contract, nor deny it the equal protection of the laws; that the enactment of this law was within the reserved power of the State to amend corporate charters. *St. Mary's Franco-American Petroleum Co. v. State of West Virginia* (1906), 27 Sup. Ct. Rep. 132.

For a general discussion of service of process upon foreign corporations doing business within the State of the forum, see 4 MICH. LAW REV. 218, id. 306. Of recent years a new aspect has been given to the subject by the enactment of statutes providing for service upon a State officer. It is believed that these statutes are not substantially dissimilar, and, hence, that the same test is properly applicable to all. We note here only those statutes whose constitutionality has been judicially passed upon. The North Carolina and Wisconsin statutes provide for service upon a designated State officer until the appointment by the company of an agent to accept process. In California and Nevada, service may be had upon the proper State officer in the event of the failure of the company to appoint an agent. Pennsylvania and Kentucky allow service either upon a State officer or upon an agent of the company (the Kentucky statute applying to insurance companies only). In West Virginia the State Auditor alone may be served. The Texas statute provides for service on a certain State officer in behalf of foreign fraternal beneficiary associations. (The Texas statute has been held to be cumulative of the general law). In Indiana foreign assessment life associations may be served through a designated State officer. In but one noteworthy case has a statute of this character been held invalid. *Pinney v. Providence Loan and Investment Co.* (1900), 106 Wis. 396, 82 N. W. Rep. 1. All of the following cases, at least by inference, declare the validity of their respective statutes. *Fisher v. Traders' Mut. Life Ins. Co.*, 136 N. C. 217, 48 S. E. 667; *Brooks v. Nickel Syndicate*, 24 Nev. 311; *Modern Woodmen of America v. Noyes*, 158 Ind. 503, 64 N. E. 21; *Old Wayne Mut. Life Ass'n v. McDonough*, 164 Ind. 321, 73 N. E. 703; *Bankers' Union of the World v. Nabors*, 36 Tex. Civ. App. 36, 81 S. W. 91; *Wiley v. Benedict Co.*, 79 Pac. 270, 145 Cal. 601; *Mut. Reserve Fund Life Ass'n v. Phelps*, 190 U. S. 147, 23 Sup. Ct. Rep. 707. The statute involved in *Cella Commission Co. v. Bohlinger* (1906), 147 Fed. Rep. 419 (discussed in 5 MICH. LAW REV. 280), is so exceptional as not to impair the effect of these authorities. It applied in terms to *foreign corporations* generally, providing that personal service might be had on them through the person of the State Auditor.

CONTRACTS—RIGHT OF PRIVACY—BREACH OF TRUST.—The plaintiff, an artist, contracted with the defendant to paint a portrait of the defendant's deceased wife. Two photographs of the deceased were left with the artist. The painting was completed, delivered and paid for. Later the plaintiff wrote the defendant that he had painted another likeness of the deceased from the other photograph and wished to know if the defendant desired to see it. The defendant replied that he did. The second portrait was accordingly delivered at the defendant's house. The defendant refused to pay therefore and also refused to surrender it, on the ground that the plaintiff had received no authority to paint a second portrait. The plaintiff brought an action against the defendant for goods sold and delivered. Held, he cannot recover. *Klug v. Sheriffs* (1906), — Wis. —, 109 N. W. Rep. 656.

Two questions of law were presented for consideration in this case. They were: (1) Whether the second painting violated the "right of privacy,"